

EXHIBIT A-6

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98/13/14/1527L
17th November 1997

J&H Marsh & McLennan (Services) Ltd.
The Bowring Building
Tower Place
London EC3P 3BE
Telephone 0171 357 1000
Fax 0171 929 2705

PERSONAL

Mr J Samengo-Turner
50 Winsham Grove
London SW11 6NE

**J&H MARSH &
MCLENNAN**

Dear Mr Samengo Turner

We are pleased to be able to detail the following Terms and Conditions of Employment which are being issued to all former Johnson & Higgins and former Bowring staff in the new J&H Marsh & McLennan organisation and come into effect from 1st January 1998.

APPOINTMENT

Your appointment is as stated in your appointment letter or as subsequently amended. Your job grade is 15 and the date you commenced employment is 23rd September 1991.

Your employer is J&H Marsh & McLennan (Services) Ltd (hereafter referred to as 'the Company').

Where the term 'Group' is used in this Agreement, it shall mean Marsh & McLennan Companies Inc., and any subsidiary or associated companies.

REMUNERATION

REDACTED

Your basic annual salary is [REDACTED] paid monthly in arrears.

You will be eligible for consideration for an annual cash bonus related to your own performance and the performance of the company. Any bonus award will not be pensionable, nor will it be included in the calculation of any benefit payments. Further details are attached.

Any entitlement to a lunch or luncheon vouchers or equivalent payment is shown in the summary contained in the Information Pack.

COMPANY MEDICAL EXPENSES SCHEME

You are eligible for membership of the Company Medical Expenses Scheme and you will find details in the Information Pack.

COMPANY CAR

If you are entitled to the use of a company car, the value will be determined by your job grade at the time of purchase. Insurance, tax and all servicing charges are met by the company. Cars are replaced at 60,000 miles or after 4 years whichever is the sooner. However in certain circumstances the company reserves the right to ask you to keep a car for longer.

Unless your car is provided for business use, you may choose to accept a non-pensionable cash alternative of 30% p.a. of your individual permitted value. If at a later date you decide to accept the offer of a car, the cash alternative will be withdrawn. You may also accept a car at a lower value than that to which you are entitled and receive a downsizing allowance of 25% of the difference between the on the road cost of the car purchased and your permitted value. These allowances are available either at the time you first become entitled to the use of a company car or when your car becomes due for renewal.

The use of the car is in accordance with the company car policy.

DRIVING LICENCE

Employees who are eligible for a company car or are required to drive a company vehicle must be in possession of a valid and current driving licence. If at any time you are banned from driving for a period, you must notify the Company immediately. If the ban affects your ability to carry out your role, the Company will consider transferring you to an alternative position. If the Company is unable to locate a suitable alternative position, it will be necessary to terminate your contract of employment.

HOURS OF WORK

Your normal hours of work unless specified differently in your appointment letter, subsequently amended or agreed otherwise by your manager are 9.30 a.m. to 5.30 p.m. (London) or 9.00 a.m. to 5.00 p.m. (outside London) Monday to Friday with a one hour break for lunch to be taken at a time to be agreed with your manager. It may be necessary to vary or increase these hours from time to time where business or operational requirements demand it.

PLACE OF WORK

Your place of work is at J&H Marsh & McLennan offices in the City of London.

However during the course of your employment you may be required to work at an alternative location within reasonable travelling distance of your initial place of work.

For staff whose job requires regular business travel, as part of your duties you will be required to travel to client and other J&H Marsh & McLennan offices.

TRADING WITH LLOYD'S OF LONDON

If your position requires you to trade with Lloyd's either face to face or electronically, Lloyd's bylaws require you to pass the Lloyd's Introductory Test unless you currently hold, or have held (in relevant circumstances), a Lloyds Security Pass. If you need to pass the test and this is not achieved within the required time period, the Council of Lloyd's will bar you from trading. The Company will therefore have to consider transferring you to a suitable alternative position. If none is available, your contract of employment will be terminated.

HOLIDAYS

Holiday pay is calculated on your basic annual salary. In addition to Bank and other Public Holidays, paid annual holiday entitlement for full time staff is set out below:

	Staff in Grades 1 to 8	Staff in Grades 9 and above
At commencement:	20	25
At 2 years' continuous service:	21	25
At 4 years' continuous service:	22	25
At 6 years' continuous service:	23	25
At 8 years' continuous service:	24	25
At 10 years' continuous service:	25	25

Staff who have continuous service as below may, in addition to normal holiday entitlement, take a one-off long service holiday in the year of qualification:

Continuous Service	Additional Leave in anniversary year	Total Leave in that year
15 years)	2 days	27 days
20 years)		
25 years)		
30 years)	3 days	28 days
35 years)		
40 years)	5 days	30 days
45 years)	5 days	30 days

The following general conditions also apply:

- a) The holiday year runs from 1st January to 31st December.
- b) The Personnel Department will calculate holiday entitlement for part-time staff.
- c) Staff will only qualify for additional holiday entitlement in a year due to service or to a job grade change if the service anniversary or regrading takes place up to and including 1st July. If this occurs between 2nd July and 31st December, the revised entitlement will not apply until the following holiday year.

- d) Staff, in the year of their joining or leaving the service of the Company, will be entitled to a proportion of their annual holiday entitlement based on the number of complete calendar months worked in that year. For those entitled to 20 to 22 working days annual holiday, the scale will be 2 working days per completed calendar month and for those granted 23 to 25 days, the scale will be 2.5 working days per completed month subject to an overriding maximum of the annual entitlement. A member of staff who is summarily dismissed from the service of the Company will forfeit any claim to accrued holiday entitlement.
- e) Staff are not entitled to any additional holidays and subject to h) below, during service, no payment will be made in lieu of holidays not taken.
- f) At management discretion, a maximum of one week's holiday entitlement may be carried forward to the first quarter of the following year, if abnormal work pressure has prevented full holiday entitlement from being taken within the calendar year.
- g) Holidays must be arranged in accordance with departmental requirements. Staff may not normally take more than ten working days' leave at any one time. All holiday must be agreed with management prior to booking.
- h) Staff leaving the Company should normally take any residual holiday entitlement (as specified in d) above) during their notice period. However, subject to management agreement, payment may be made in lieu of holidays not taken. Similarly, if holidays have been taken in excess of the entitlement at the time of leaving, an appropriate deduction will be made from the final salary payment. Calculations of holiday pay owed by or to the Company will be made on basic annual salary.

ABSENCE THROUGH SICKNESS OR INJURY

Details of occupational sick pay and statutory sick pay and the reporting procedures for staff absence through illness and injury are attached and form part of the contract of employment.

OTHER ABSENCE

Payment for absence for other reasons will be at the discretion of the Company.

Payment of salary and any other allowances will be suspended automatically after three working days of absence without explanation. The Company will make efforts to contact the absent member of staff to discuss reasons for the absence and the likely date of return. However, if unexplained absence extends beyond ten working days, the Contract of Employment will be regarded as terminated without the required period of notice being given.

PENSION

You are eligible to become a member of the J&H Marsh & McLennan Group Pension Fund ('the Fund') if you are aged at least 20 but less than 63, normally employed in the UK and not a temporary employee. While you have the right to join the Fund, there is no requirement to do so. You will be made a member of the Fund with contributions deducted from salary unless you confirm in writing that you do not wish to join.

Contributions to the Fund are currently 3% of pensionable salary. In addition, there is a supplementary scheme for senior staff, currently those graded 14 and above, which provides enhanced retirement benefits.

A Contracting Out Certificate is in force for all members of the Fund. The Rules of the Fund may be inspected on request in the Pensions Department. A summary of the eligibility criteria and benefits is contained in the Information Pack and an explanatory booklet is available from the Pensions Department.

The Normal Retirement Date for both men and women is at age 65.

If your salary is above the earnings cap (£84,000 per annum with effect from 6th April '97) and you joined the Company on or after 1st June 1989, you are affected by the provisions of the Finance Act 1989 (leaflet available from the Pensions Department). You will be covered for life assurance of 4 x your basic salary but premiums for the part above the cap will lead to an income tax charge.

If when eligible you are not a member of the Fund, you must by law either participate in a Personal Pension Plan or alternatively the State Earnings Related Pension Scheme. Please note that you may not legally contribute to a Personal Pension Plan as well as the Fund. You should not join the Fund if you wish to contribute to a Personal Pension.

NOTICE

Your employment with the Company may be terminated by the Company or by you, by giving notice in writing as follows:

- a) Prior to completion of 26 weeks' service - not less than 7 days
- b) Between 26 weeks' and 4 years' service - not less than 4 complete weeks
- c) Between 4 years' and 12 years' service - not less than 1 week for every year of continuous employment
- d) After more than 12 years' service - not less than 12 weeks

Notice for all staff in Job Grade 10 and above is 12 weeks for either party irrespective of length of service with the Company. At the discretion of the company, during the notice period staff may be required not to attend the office, but must be available for work should this be required. The Company also reserves the right to make payment in lieu of notice to you instead of requiring you to work your notice.

CONFIDENTIAL INFORMATION AND COPYRIGHT

You must neither during nor after your employment with the Company disclose or permit to be disclosed to any person, firm or Company, any confidential information of the Company or of any other member of the Group. Confidential information includes but is not limited to information relating to the Group's clients and prospective clients, insurance markets, technology, know how, technical information, business plans and finances whether or not such information is recorded in documentary form or computer disk or tape.

The Company remains the owner of all property (including copyright and similar commercial rights) and all work produced in the course of your employment with the Company.

DISCLOSURE

At no time, whether before or after the termination of your employment, are you to disclose in any way, or use for your or another's advantage, any of the data, programmes or manuals, or any of the business methods or information of a confidential nature relating to the affairs of any Group company unless such disclosure or use is required by law, or you have been authorised so to do by your Chief Executive.

INFORMATION SECURITY POLICY

Employees must be aware of and adhere to the J&H Marsh & McLennan Information Security Policy, a copy of which is attached. Failure to comply with the provisions of this policy may lead to disciplinary action up to and including termination of employment.

COMPETING BUSINESS

You must not during your employment with the Company be concerned or interested directly or indirectly, except as an employee of the Company, in the business of underwriting or as an insurance, reinsurance, or mortgage broker or agent or be personally employed or engaged in any of these capacities without having first gained the written consent of the Company.

You must not within a period of one year after the termination of your employment, directly or indirectly, either on your own account or for any other person, firm or company, canvass or solicit clients of the Company or any other member of the Group with whom you had contact at any time during the 18 months preceding termination of your contract.

The restrictions contained in this clause are considered reasonable by the parties but in the event that any such restriction shall be found to be void by a court of law but would be valid if some part thereof were deleted or amended or the period or area of application reduced then such restriction shall apply with such modifications as may be necessary to make it valid effective and enforceable.

DISCIPLINE AND GRIEVANCES

The Disciplinary Procedure is designed to help and encourage all employees to achieve and maintain required standards of conduct, attendance and job performance.

The Grievance Procedure is designed to provide a means by which employees who have a grievance relating to employment may seek a remedy.

The Company's Disciplinary Rules are designed to facilitate the efficient conduct of the Company's business and to provide a reasonable working environment for all employees. The Rules give examples of offences that will be regarded as misconduct or gross misconduct. These lists are by no means exhaustive, and other offences not listed may be regarded as falling in either category.

The procedures and rules are in accordance with the ACAS Code of Practice on Disciplinary Practice and Procedure in Employment and are attached. The rules and procedures are not contractual terms of employment.

If you are dissatisfied with any disciplinary decision made against you during your employment, you may appeal to the next level of management. Appeals must be in writing within two days of receipt of written confirmation of the disciplinary decision.

If you have a grievance related to your employment, you should first discuss it with your departmental manager.

CONVICTIONS

You are required to disclose any conviction which is not spent by virtue of the Rehabilitation of Offenders Act 1974. Similarly, if you receive any conviction during your employment, it should be disclosed to the Company.

If your conviction affects your employment with the Company, it may be necessary to terminate your contract of employment. A conviction which the company considers irrelevant to the job will not be taken into consideration.

MEMBERSHIP OF TRADE UNIONS

While you have the right to join an Independent Trade Union and to take part in its activities, there is no requirement to do so. There are no collective agreements in existence which directly affect your terms and conditions.

This contract supersedes any previous Contracts of Employment.

Please acknowledge your acceptance of these Terms & Conditions of Employment by signing and dating the enclosed copy of this letter and returning it to Louise Piner, Group Personnel Department, London by 16th January 1998.

Please do not hesitate to raise any queries with myself.

Yours sincerely

Graham Clague
Group Personnel Manager

Signed

Company/Dept

Date



..... Roshem development group, H.M.S.B.

..... 22.12.97

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Marcus Hopkins contract14plus.doc

Marsh Corporate Services Ltd
40 Trinity Square
London EC3N 4DJ
Telephone 020 7357 1000
Fax 020 7929 2705

Monday, 10 April 2000

MARSH

PERSONAL

Marcus Hopkins
1 Belmont Road
London
SW4 0BZ

START DATE.

Dear Marcus

Following recent discussions with Michael Duffy, I am pleased to confirm our offer of employment as follows:

APPOINTMENT

Your appointment will be as a Senior Vice President, Grade 16, in the Facultative Broker Practice, Guy Carpenter and Co Ltd. Your employment will commence on a date to be advised, as will your continuous employment with the Company. Please advise your start date in the space provided at the end of this letter. This is not a temporary or fixed term contract.

Your employer will be Marsh Corporate Services Ltd. (hereafter referred to as "the Company").

Where the term "Group" is used in this Agreement, it shall mean Marsh & McLennan Companies, Inc ("MMC"), and any Associated Companies.

"Associated Company" shall mean any company which for the time being is (whether directly or indirectly):

- (i) a subsidiary (as defined by Section 736 of the Companies Act 1985) of MMC;
 - (ii) a company over which MMC has control within the meaning of Section 840 of the Income and Corporation Taxes Act 1988; or
- a subsidiary undertaking of MMC as defined by Section 258 of the Companies Act 1985.

REMUNERATION

REDACTED

Your basic annual salary will be at the rate of [REDACTED], paid monthly in arrears.

For each working day you will be entitled to a lunch in the staff restaurant or to a luncheon voucher dependant upon your location.

BONUS

You will be eligible for consideration for an annual discretionary cash bonus related to your own performance and the performance of the Company. Any bonus award will not be pensionable, nor will it be included in the calculation of any benefit payments.

REDACTED

You will also be entitled to receive a bonus of up to [REDACTED], which will be dependent upon the bonus you may receive from your current employer. If you receive less than [REDACTED] from your current employer for your 1999-2000 bonus we will pay you the difference to make the total value of the bonus [REDACTED].

REDACTED

To compensate for the loss of your Heath shares, we will offer either [REDACTED] worth of DSU's which will vest three years after the date that they are granted, or if they are unavailable at that time we will pay a total of [REDACTED] in three equal annual instalments (i.e. 2001, 2002 and 2003). The first payment will be made to you twelve months after you commence employment with Guy Carpenter and Co Ltd.

MEDICAL EXPENSES SCHEME

You are eligible for membership of the Marsh Medical Expenses Scheme and details will be issued early next year.

COMPANY CAR**REDACTED**

The company will provide for your use a car the value of [REDACTED] which is determined by your job grade at the time of purchase. Insurance, tax, maintenance, repairs and all servicing charges are met by the Company. Normally Company cars are replaced at 60,000 miles or after 4 years, whichever is the sooner. However, in certain circumstances the Company reserves the right to ask you to keep a car for longer.

If you do not wish to accept the offer of a car and unless the car is provided for business use, a non-pensionable cash alternative of 30% p.a. of the above value is available. If, at a later date, you decide to accept the offer of a car, the cash alternative will be withdrawn. You may also decide to accept a car at a lower value to that which you are entitled and receive a downsizing allowance of 25% of the difference between the on-the-road cost of the car purchased and your permitted value. These allowances are available either at the time you first become entitled to the use of a car or when your car becomes due for renewal.

The use of the car is in accordance with the Company's car policy as amended from time to time.

DRIVING LICENCE

Employees who are eligible for a Company vehicle must hold a valid and current driving licence. If at any stage you are banned from driving for a period, you must notify the Company immediately. If the ban affects your ability to carry out your role, the Company

will consider transferring you to an alternative position. If we are unable to locate a suitable alternative position, it will be necessary to terminate your contract.

HOURS OF WORK

Your normal hours of work will be from 9.30 am to 5.30 pm, Monday to Friday, with a one hour break for lunch. It may be necessary to vary these hours from time to time where operational requirements demand it.

At certain times it may be necessary to ask you to work longer hours according to the needs of the business.

PLACE OF WORK

You will work in the Marsh offices in Aldgate House. However, during the course of your employment, you may be required to work at an alternative location within reasonable travelling distance of your initial place of work.

If your job demands business travel as part of your duties, you will be required to travel to clients and other Marsh offices.

TRADING WITH LLOYD'S OF LONDON

If your position requires you to trade with Lloyd's either face to face or electronically, Lloyd's bylaws require you to pass the Lloyd's Introductory Test unless you currently hold, or have held (in relevant circumstances), a Lloyd's Security Pass. If you need to pass the test and this is not achieved within the required time period, the Council of Lloyd's will bar you from trading. The Company will therefore have to consider transferring you to a suitable alternative position. If none is available, your contract will be terminated.

CONDITIONS OF EMPLOYMENT

This offer is made subject to the following conditions:-

- the receipt of references and a medical questionnaire (enclosed) both of which are satisfactory to the Company. If you join before these have been obtained and approved, the Company reserves the right to terminate the employment by giving minimum statutory notice or equivalent pay in lieu.
- confirmation that the Company may lawfully employ you in the UK. This will require you to produce satisfactory evidence of your National Insurance Number (eg. your P45 or P46) and other satisfactory evidence of your entitlement eg. Passport, Birth Certificate and other documents that the Company may require).

HOLIDAYS

Holiday pay is calculated on your basic annual salary. In addition to Bank and other Public Holidays, the paid annual holiday entitlement for full-time staff is set out below - :

	Staff in Grades 1 to 8	Staff in Grades 9 & above
At commencement:	22	26
At 3 years' continuous service:	23	26
At 6 years' continuous service:	24	26
At 9 years' continuous service:	25	26
At 12 years' continuous service:	26	26

Staff who have continuous service as below may, in addition to normal holiday entitlement, take a one-off long service holiday in the year of qualification:

Continuous Service	Additional Leave in anniversary year	Total Leave in that year
15 years)	2 days	28 days
20 years)		
25 years)		
30 years)	3 days	29 days
35 years)		
40 years)	5 days	31 days
45 years)		

The following general conditions also apply:

- a) The holiday year runs from 1st January to 31st December.
- b) The HR Department will calculate holiday entitlement for part-time staff.
- c) Staff will only qualify for additional holiday entitlement in a year due to service or to a job grade change if the service anniversary or regrading takes place up to and including 1st July. If this occurs between 2nd July and 31st December, the revised entitlement will not apply until the following holiday year.
- d) Staff, in the year of their joining or leaving the service of the Company, will be entitled to a proportion of their annual holiday entitlement based on the number of complete calendar months worked in that year. For those entitled to 22, 23 or 24 working days annual holiday, the scale will be 2.0 working days per completed calendar month to a maximum of 22, 23 or 24 working days. Similarly, for those granted 25 or 26 days, the scale will be 2.5 working days per completed month, subject to an overriding maximum of the annual entitlement. A member of staff who is summarily dismissed from the service of the Company will forfeit any claim to accrued holiday entitlement.
- e) Staff are not entitled to any additional holidays and subject to h) below, during service, no payment will be made in lieu of holidays not taken.

- f) At management discretion, a maximum of one week's holiday entitlement may be carried forward to the first quarter of the following year, if abnormal work pressure has prevented full holiday entitlement from being taken within the calendar year.
- g) Holidays must be arranged in accordance with departmental requirements. Staff may not normally take more than ten working days' leave at any one time.

Staff leaving the Company should normally take any residual holiday entitlement (as specified in d) above) during their notice period. However, subject to management agreement, payment may be made in lieu of holidays not taken. Similarly, if holidays have been taken in excess of the entitlement at the time of leaving, an appropriate deduction will be made from the final salary payment. Calculations of holiday pay owed by or to the Company will be made on basic annual salary.

ABSENCE THROUGH SICKNESS OR INJURY

Details of company sick pay, statutory sick pay, and the reporting procedure for staff absent through illness and injury are contained in the attached document. Matters relating to reporting of absence form part of the contract of employment.

OTHER ABSENCE

Payment for absence for other reasons will be at the discretion of the Company.

Payment of salary and any other allowances will be suspended automatically after three working days of absence without explanation. The Company will make efforts to contact the absent member of staff to discuss reasons for the absence and the likely date of return. However, if unexplained absence extends beyond ten working days, the Contract of Employment will be regarded as terminated without the required period of notice being given.

PENSION

You are eligible to become a member of the Marsh Group Pension Fund ("the Fund") if you are aged at least 20 but less than 63, normally employed in the UK and not a temporary employee. While you have the right to join the Fund, there is no requirement that you do so. Contributions to the Fund are currently 3% of pensionable salary

A Contracting Out Certificate is in force for all members of the Fund. The Rules of the Fund may be inspected on request in the Pensions Department. A summary of the eligibility criteria and benefits are contained in an explanatory booklet which is available from the Pensions Department.

The Normal Retirement Date for both men and women is at age 65.

If your salary is above the earnings cap (£90,600 per annum with effect from 6th April 1999) and you joined the Company on or after 1st June 1989, you are affected by the provisions of the Finance Act 1989 (leaflet available from the Pensions Department). You will be covered

for life assurance of 4 x your basic salary but premiums for the part above the cap will lead to an Income Tax charge.

If, when eligible, you are not a member of the Fund, you must by law either participate in a Personal Pension Plan or alternatively the State Earnings Related Pensions Scheme. Please note that you may not legally contribute to a Personal Pension Plan as well as the Fund. You should not join the Fund if you wish to contribute to a Personal Pension.

You will be made a member of the Fund with contributions deducted from salary at the current rate of 3% of Pensionable Salary, unless you confirm in writing to the Pensions Department London that you do not wish to join.

NOTICE

Your employment with the Company may be terminated by the Company or by you, by giving notice in writing as follows:

	Grades 1-9	Grades 10-15	Grades 16 & above
Prior to completion of 5 years' service	1 month	3 months	6 months
5 years' or more service	3 months	3 months	6 months

At the discretion of the Company, during the notice period, employees may be required not to attend the office, but must be available for work should this be required. The Company may in its absolute discretion give you a payment in lieu of salary and other contractual benefits calculated at the date of termination for all or part of this period. There should be no expectation on your part that you will receive such a payment. It is expressly agreed that there are no circumstances in which you can require the Company to make a payment in lieu to you and the existence of this clause does not prevent the Company electing to terminate your employment summarily and pay you compensation for its early termination.

If the Company wishes to terminate your employment or if you wish to leave its employment before the expiry of the notice and whether or not either party has given notice to the other under that paragraph, the Company may require you to perform duties not within your normal duties or special projects or may require you not to attend for work for a period equivalent to the notice period required to be given by you to terminate the contract. For so long as you are not required to work during such period, you will remain an employee of the Company. You will continue to receive your salary and other contractual entitlements and to be bound by all the terms of this Agreement. You will not directly or indirectly work for any person, have any contact with any Client of the Group or, for business purposes, any such employee without the prior written agreement of the Company.

On the termination of your employment or upon the Company exercising its rights under the previous paragraph, you will at the request of the Company resign without claim for compensation from any directorships (referred to in the Companies Act 1985 Sect 741) held by you in the Group. If you fail to do so, the Company may nominate someone on your

behalf to sign such documents and to take such other steps as are necessary to give effect to such resignations.

CONFIDENTIAL INFORMATION AND COPYRIGHT

You must neither during nor after your employment with the Company disclose or permit to be disclosed to any person, firm or company, any confidential information of the Company or of any other member of the Group. Confidential information includes but is not limited to information relating to the Group's clients and prospective clients, insurance markets, technology, know how, technical information, business plans and finances whether or not such information is recorded in documentary form or computer disk or tape.

The Company remains the owner of all property (including copyright and similar commercial rights) and all work produced in the course of your employment with the Company.

DISCLOSURE

At no time, whether before or after the termination of your employment, are you to disclose in any way, or use for your or another's advantage, any of the data, programmes or manuals, or any of the business methods or information of a confidential nature relating to the affairs of any Group company unless such disclosure or use is required by law, or you have been authorised to do so by your Chief Executive.

INFORMATION SECURITY POLICY

Employees must be aware and adhere to the Marsh Corporate Services Information Security Policy, a copy of which is attached. Failure to comply with the provisions of this policy may lead to disciplinary action up to and including termination of employment.

DATA PROTECTION

You agree to the Company and any other company in the Group holding and processing, both electronically and manually, the data which it or they collect relating to you in connection with your employment provided that this is either for the purpose of its or their businesses or the administration and management of its employees or for the purpose of complying with applicable laws, regulations and procedures.

COMPETING BUSINESS

You must not during your employment with the Company be concerned or interested directly or indirectly, except as an employee of the Company, in the business of underwriting or as an insurance, reinsurance, or mortgage broker or agent or be personally employed or engaged in any of these capacities without having first gained the written consent of the Company.

You shall not for a period of one year following the termination of your employment, less such period if any as you are required not to attend for work by the Company, directly or

indirectly, either on your own account or for any other person, firm or company, in competition with the Company, or any other member of the Group:

- (i) solicit or canvass insurance business from;
- (ii) transact, handle or in any way deal with the insurance business of, any person, firm or company who in the period of 12 months preceding termination of your employment was a client of the Company or the Group and with whom during such a period, you, in the course of employment, had dealings.

You shall not, for a period of 12 months following termination of your employment, less such period as you are required not to attend for work by the Company either directly or indirectly, solicit or entice away from the Company or the Group any employee with whom you had dealings in the 12 months preceding termination of your employment and who is engaged in the business of insurance broking or offer employment or engagement to any such employee.

The previous two paragraphs only apply if your actions are in connection with the supply or proposed supply of Competitive Services. Competitive Services are services which compete with those the Company or any other member of the Group was supplying or seeking to supply to clients at the time your employment was terminated for the purpose of the business or businesses with which you were materially involved at any time during the last 12 months of your employment.

Each sub paragraph and part of such sub paragraph of this paragraph constitutes an entirely separate and independent restriction and does not operate or limit any other obligation owed by you, whether that obligation is express or implied by law. If any restriction is held to be invalid or unenforceable by a court of competent jurisdiction it is intended and understood by the parties that such invalidity or unenforceability will not affect the remaining restrictions.

DISCIPLINE AND GRIEVANCE PROCEDURES

The Disciplinary Procedure is designed to help and encourage all employees to achieve and maintain required standards of conduct, attendance and job performance.

The Grievance Procedure is designed to provide a means by which employees who have a grievance relating to employment may seek a remedy.

The Company's Disciplinary Rules are designed to facilitate the efficient conduct of the Company's business and to provide a reasonable working environment for all employees. The Rules give examples of offences that will be regarded as misconduct or gross misconduct. These lists are by no means exhaustive, and other offences not listed may be regarded as falling in either category. The procedures and rules are in accordance with the ACAS Code of Practice on Disciplinary Practice and Procedure in Employment and are attached.

If you are dissatisfied with any disciplinary decision made against you during your employment, you may first appeal to the next level of management. Appeals must be in writing within two working days of receipt of written confirmation of the disciplinary decision.

If you have a grievance related to your employment, you should first discuss it with your departmental manager.

These rules and procedures do not form part of the contractual terms of employment and give rise to no rights of entitlements of employees of the company.

CONVICTIONS

You are required to disclose any conviction which is not spent by virtue of the Rehabilitation of Offenders Act 1974. Similarly, if you receive any conviction during your employment, it should be disclosed to the Company.

If your conviction affects your employment with the Company, it may be necessary to terminate your contract of employment. A conviction which the company considers irrelevant to the job will not be taken into consideration.

MEMBERSHIP OF TRADE UNIONS

While you have the right to join an Independent Trade Union and to take part in its activities, there is no requirement to do so. There are no collective agreements in existence which directly affect your terms and conditions.

The Staff Manual, which does not form part of the contract of employment and which contains details of Company policies and procedures and Staff Benefits will be sent to you under separate cover. This is not a contractual document but it supports your Contract of Employment and there may be additional information to complete and return to us related to you Benefits. We are in the process of updating the Manual to reflect the new Marsh organisation and this will be issued to employees in due course.

Enclosed is a pack which gives general information on a range of topics related to your employment with the Company.

If you wish to accept this offer of employment, please sign and return the enclosed copy of this letter along with the health questionnaire and confirm the date on which you will be able to commence employment. This document forms your contract of employment. I have also enclosed a Marsh Corporate Services application form which I would be grateful if you could complete and return to me.

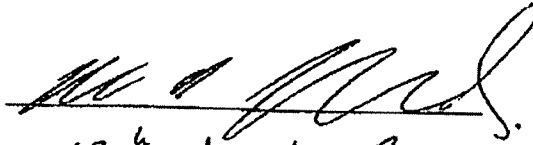
I hope that you will have a long and rewarding career with the Group. If there are any matters that you wish to raise concerning your employment, please contact me.

Yours sincerely,



Chantal Commercial
HR Officer

Signed



Date

13th April, 2000

Confirmed Starting Date

TBA

Pension Fund Membership

YES ☒ NO

(Delete as Appropriate)